

EXTENSION AGREEMENT  
ILLINOIS

UNOFFICIAL COPY 91658546

CAUTION: Consult a lawyer before using or acting under this form.  
All warranties, including merchantability and fitness, are excluded.

PT Ave Bl Acc

This Indenture, made this 1st day of November, 1991, by  
and between Avenue Bank of Oak Park

the owner of the mortgage or trust deed hereinafter described, and  
First Colonial Trust Company, as trustee u/t/a #4402  
and by James B. McShane & Beth A. McShane (his wife)  
representing himself or themselves to be the owner or owners of the  
real estate hereinafter and in said deed described ("Owner"),  
WITNESSETH:

DEPT-01 RECORDING \$14.00  
T#2222 TRAN 3581 12/16/91 10:29:00  
#6000 ÷ B \* -91-658546  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

1. The parties hereby agree to extend the time of payment of the  
indebtedness evidenced by the principal promissory note or notes of  
First Colonial Trust Company, as trustee u/t/a #4402  
and by James B. McShane & Beth A. McShane

dated October 4, 1988 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded  
November 1, 1988, in the office of the Registrar of Titles/Recorder of cook County, Illinois, in  
of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 88502812 / 89583073 / 90622174 conveying to  
Avenue Bank of Oak Park

certain real estate in cook County, Illinois described as follows:  
THAT PART OF BLOCK 6 AND PART OF VACATED ALLEYS IN SAID BLOCK DESCRIBED AS BEGINNING AT  
THE NORTHWEST CORNER OF SAID BLOCK AND RUNNING THENCE EAST ON THE NORTH LINE OF SAID BLOCK  
238.35 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH ON A LINE  
WHICH FORMS A RIGHT ANGLE WITH THE NORTH LINE OF SAID BLOCK, 125.0 FEET; THENCE EASTERLY  
ON A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 75.0 FEET; THENCE NORTH AT RIGHT  
ANGLES, 125.0 FEET TO THE NORTH LINE OF SAID BLOCK, THENCE WESTERLY ON THE NORTH LINE  
THEREOF, 75.0 FEET TO THE PLACE OF BEGINNING, ALL IN BOEGER ESTATES ADDITION TO ROSELLE,  
A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH,  
RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

91658546

P.I.N.: 07-34-331-039  
Property Commonly Known As: 39 Schreiber, Roselle, Illinois 60172

2. The amount remaining unpaid on the indebtedness is \$ 85,000.00  
3. Said remaining indebtedness of \$ 85,000.00 shall be paid on or before November 1, 1992 with  
interest only due monthly commencing on the 1st day of December, 1991 and on the 1st  
day of each succeeding month  
and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage  
or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until November 1, 1992  
1992 at the rate of 7 percent per annum, and thereafter, until maturity of said principal sum as hereby extended, at  
the rate of 7 percent per annum, and interest after maturity at the rate of 7 percent per annum, and to pay both  
principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that  
cannot be done legally then in the most valuable legal tender of the United States of America current on the due date  
thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust  
company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing  
appoint, and in default of such appointment then at Avenue Bank of Oak Park  
104 N. Oak Park Ave., Oak Park, IL 60301

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if  
default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof,  
the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall,  
without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in  
the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note  
or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust  
deed or notes, but not including any prepayment privileges unless herein expressly provided for, shall remain in full force  
and effect except as herein expressly modified. The Owner agrees to perform all the covenants of the grantor or grantors  
in said mortgage or trust deed. The provisions of this indenture shall inure to the benefit of any holder of said principal  
note or notes and interest notes and shall bind the heirs, personal representatives and assigns of the Owner. The Owner  
hereby waives and releases all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of  
Illinois with respect to said real estate. If the Owner consists of two or more persons, their liability hereunder shall be joint  
and several.

IN TESTIMONY WHEREOF, the parties hereto have signed, sealed and delivered this indenture the day and year  
first above written. SEE RIDER ATTACHED HERETO AND MADE A PART THEREOF

Mary E. Rooney (SEAL) James B. McShane (SEAL) Carol Bravos Graham (SEAL)  
Mary E. Rooney, First Vice President James B. McShane Assistant Vice President  
Jennifer Upton (SEAL) Beth A. McShane (SEAL)  
NORMA J. HAWORTH, Trust Officer Jennifer Upton

This instrument was prepared by Avenue Bank of Oak Park, 104 N. Oak Park Ave., Oak Park, IL 60301  
(NAME AND ADDRESS)

EXTENSION AGREEMENT

WITH

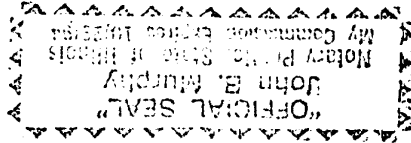
UNOFFICIAL COPY

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS

91658546

Box 283



*John E. Murphy*  
Notary Public

I, Norma J. Haworth, Land Trust Officer and Mary E. Rooney, First Vice President of FIRST COLONIAL TRUST COMPANY, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary E. Rooney personally known to me to be the same person whose names are subscribed to the foregoing instrument as such First Vice President and Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the First Vice President and Trust Officer of said Corporation, for the uses and purposes therein set forth; and there acknowledged that, as custodian of the corporate seal of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

91658546

I, the undersigned

COUNTY OF Cook

STATE OF Illinois

Notary Public

GIVEN under my hand and official seal this 19 day of December 19 91 personally known to me to be the same person whose name Mary E. Rooney subscribed to the foregoing instrument as First Vice President and Trust Officer of said Corporation, signed, sealed and delivered the said instrument as First Vice President and Trust Officer of said Corporation, for the uses and purposes therein set forth, including the release and waiver of right of homestead.

I, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_  
ss.

This document is executed by First Colonial Trust Company, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in said Trustee as such, and it is expressly understood and agreed that nothing in said document contained shall be construed as creating any liability on said Trustee personally to pay any indebtedness accruing thereunder, or to perform any covenants, either expressed or implied, including but not limited to warranties, indemnifications, and hold harmless representations in said document (all such liability, if any, being expressly waived by the parties hereto and their respective successors and assigns) and that so far as said Trustee is concerned, the owner of any indebtedness or right accruing under said document shall look solely to the premises described therein for the payment or enforcement thereof, it being understood that said Trustee merely holds legal title to the premises described therein and has no control over the management thereof or the income therefrom, and has no knowledge respecting any factual matter with respect to said premises, except as represented to it by the beneficiary or beneficiaries of said trust. In the event of conflict between the terms of this rider and of the agreement to which it is attached, on any questions of apparent liability or obligation resting upon said trustee, the provisions of this rider shall be controlling.

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RTRM

EXTENSION AGREEMENT

WITTI

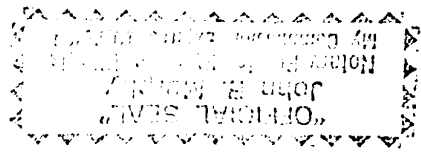
UNOFFICIAL COPY

916585916

Box 283

MAIL TO:

GEORGE E. COLE  
LEGAL FORMS



*John R. Moran*  
Notary Public

I, Norma J. Haworth, Land Trust Officer and John R. Moran, Land Trust Officer, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth; and as the free and voluntary act of said Corporation, he did affix said corporate seal to said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth. GIVEN under my hand and official seal this 9th day of December 19 91.

I, the undersigned  
COUNTY OF Cook  
STATE OF Illinois

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Mary E. Rooney, President of FIRST COLONIAL TRUST COMPANY, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, including the release and waiver of right of homestead, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as personally known to me to be the same person whose name subscribed to the foregoing instrument, including the release and waiver of right of homestead, GIVEN under my hand and official seal this 19 day of 19.

I, Notary Public  
COUNTY OF Cook  
STATE OF Illinois

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Notary Public, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, including the release and waiver of right of homestead, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as personally known to me to be the same person whose name subscribed to the foregoing instrument, including the release and waiver of right of homestead, GIVEN under my hand and official seal this 19 day of 19.

I, Notary Public  
COUNTY OF Cook  
STATE OF Illinois

a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Notary Public, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, including the release and waiver of right of homestead, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as personally known to me to be the same person whose name subscribed to the foregoing instrument, including the release and waiver of right of homestead, GIVEN under my hand and official seal this 19 day of 19.

I, Notary Public  
COUNTY OF Cook  
STATE OF Illinois

916585916

Property of County Clerk's Office

EXTENSION AGREEMENT  
(ILLINOIS)

UNOFFICIAL COPY 16591658546

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PT Ave Bk Ave

This Indenture, made this 1st day of November, 1991, by and between Avenue Bank of Oak Park

the owner of the mortgage or trust deed hereinafter described, and First Colonial Trust Company, as trustee u/t/a #4402 and by James B. McShane & Beth A. McShane (his wife) representing himself or themselves to be the owner or owners of the real estate hereinafter and in said deed described ("Owner"),  
WITNESSETH:

1. The parties hereby agree to extend the time of payment of the indebtedness evidenced by the principal promissory note or notes of First Colonial Trust Company, as trustee u/t/a #4402 and by James B. McShane & Beth A. McShane

DEPT-01 RECORDING \$14.00  
T#2222 TRAN 3581 12/16/91 10:29:00  
#6000 # B \*-91-658546  
COOK COUNTY RECORDER

Above Space For Recorder's Use Only

dated October 4, 1988 secured by a mortgage or trust deed in the nature of a mortgage registered/recorded November 1, 1988, in the office of the Registrar of Titles/Recorder of cook County, Illinois, in of \_\_\_\_\_ at page \_\_\_\_\_ as document No. 88502812 / 89583073 / 90622174 conveying to Avenue Bank of Oak Park

certain real estate in Cook County, Illinois described as follows:  
THAT PART OF BLOCK 6 AND PART OF VACATED ALLEYS IN SAID BLOCK DESCRIBED AS BEGINNING AT THE NORTHWEST CORNER OF SAID BLOCK AND RUNNING THENCE EAST ON THE NORTH LINE OF SAID BLOCK 238.35 FEET TO THE PLACE OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE SOUTH ON A LINE WHICH FORMS A RIGHT ANGLE WITH THE NORTH LINE OF SAID BLOCK, 125.0 FEET; THENCE EASTERLY ON A LINE PARALLEL WITH THE NORTH LINE OF SAID BLOCK, 75.0 FEET; THENCE NORTH AT RIGHT ANGLES, 125.0 FEET TO THE NORTH LINE OF SAID BLOCK, THENCE WESTERLY ON THE NORTH LINE THEREOF, 75.0 FEET TO THE PLACE OF BEGINNING, ALL IN BOEGER ESTATES ADDITION TO ROSELLE, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS

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P.I.N.: 07-34-331-039

Property Commonly Known As: 39 Schreiber, Roselle, Illinois 60172

2. The amount remaining unpaid on the indebtedness is \$ 85,000.00  
3. Said remaining indebtedness of \$ 85,000.00 shall be paid on or before November 1, 1992 with interest only due monthly commencing on the 1st day of December, 1991 and on the 1st day of each succeeding month

and the Owner in consideration of such extension promises and agrees to pay the principal sum secured by said mortgage or trust deed as and when therein provided, as hereby extended, and to pay interest thereon until November 1, 1992 at the rate of 11.00% per cent per annum and thereafter until maturity of said principal sum hereby extended, at the rate of 11.00% per cent per annum, and interest after maturity at the rate of 11.00% per cent per annum, and to pay both principal and interest in the coin or currency provided for in the mortgage or trust deed hereinabove described, but if that cannot be done legally then in the most valuable legal tender of the United States of America current on the due date thereof, or the equivalent in value of such legal tender in other United States currency, at such banking house or trust company in the City of Chicago as the holder or holders of the said principal note or notes may from time to time in writing appoint, and in default of such appointment then at Avenue Bank of Oak Park  
104 N. Oak Park Ave., Oak Park, IL 60301

4. If any part of said indebtedness or interest thereon be not paid at the maturity thereof as herein provided, or if default in the performance of any other covenant of the Owner shall continue for twenty days after written notice thereof, the entire principal sum secured by said mortgage or trust deed, together with the then accrued interest thereon, shall, without notice, at the option of the holder or holders of said principal note or notes, become and be due and payable, in the same manner as if said extension had not been granted.

5. This agreement is supplementary to said mortgage or trust deed. All the provisions thereof and of the principal note or notes, including the right to declare principal and accrued interest due for any cause specified in said mortgage or trust deed, shall survive the termination or expiration of this agreement.